

1995 - 1998

2370

# AGREEMENT

Between

Board of Chosen Freeholders of the  
County of Burlington,



Burlington County Library Commission

and

Burlington County  
Mosquito Commission

and

Communication Workers of America  
Local 1044



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## ARTICLE I RECOGNITION:

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees of the County of Burlington for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A. 34:13A-3 et seq. are excluded from this Agreement.

Titles represented by the Union shall include those listed on Exhibit A.

## ARTICLE II GENERAL RULES OF COMPENSATION:

A. The minimum compensation to be paid to employees under this Agreement shall be thirteen thousand five hundred forty-eight dollars (\$13,548). The County shall establish minimum and maximum salaries for each title which shall be set forth in this Agreement as an addendum or supplement. This Agreement shall apply to only full-time employees who are employed at the signing of this Agreement.

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles which are covered under the terms of this Agreement shall be sent to the Union following adoption by the Employer.

### D. Promotion / Demotion

1995

1). Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her base salary shall be adjusted to the step on the higher range which is equal to or greater than one (1) step on his present range.

2). Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his or her base salary shall be adjusted to the step on the lower range which is equal to or less than the previous step of his present range. However, no employee shall be placed on the lower range at a salary greater than Step 17.

1996 - 1998

1). Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her

base salary shall be increased by the amount of the negotiated increase applicable to the year in which the employee received the promotion. However, no employee shall be placed on the higher range at a salary greater than the maximum for that range.

2). Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his or her base salary shall be reduced by the amount of the negotiated increase applicable to the year in which the employee received the demotion. However, no employee shall be placed on the lower range at a salary greater than the established maximum for that range.

E. An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than five (5) consecutive days or after ten (10) days in a calendar year shall be entitled to the adjustment in pay provided for in paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than ten (10) non-consecutive days, higher title pay shall begin on the eleventh (11th) day.

### **ARTICLE III SALARIES:**

It is agreed that to be covered by this Agreement an employee shall have maintained continuous full-time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

#### **A. Salary Adjustments/1995**

The minimum salary for Burlington County shall be \$13,548.

1). Effective January 1, 1995 all steps on the 1994 Burlington County Compensation Plan shall be increased by two and one half percent (2.5%) thus creating the 1995 Burlington County Compensation Plan (Exhibit B-95).

2). On July 1, 1995, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1995 shall be eligible for a one step salary adjustment on the Burlington County Compensation Plan (Exhibit B-95). Any employee on or above Step 17 of the 1995 Burlington County Compensation Plan shall receive his 1995 increment in a cash award.

3). Such increment shall be paid retroactive to January 1, 1995.

B. Salary Adjustments/1996

1). Effective January 1, 1996, all maximums on the 1995 salary ranges shall increase by 2%.

2). Effective January 1, 1996, employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1995 shall receive a four percent (4%) increase added to their 1995 base pay. For this contract year only any employee who is at or above the established maximum (Exhibit B-96) shall have the 1996 increase added to their base pay.

C. Salary/Increment Adjustments/1997

1). Effective January 1, 1997 all minimums and maximums on the 1996 salary ranges shall be increased by \$536, thus creating the 1997 salary ranges.

2). Effective January 1, 1997, all employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1996 shall receive a \$1,073 salary increase added to their base pay. Employees at or above the established maximum (Exhibit B-97) for their job classification shall receive an increase of \$536 to their base pay and \$537 as a lump sum payment. In the event an employee's base salary exceeds the maximum after the salary adjustment is added to their base pay, the amount over the maximum shall be paid in a lump sum.

D. Salary/Increment Adjustments/1998

1). Effective January 1, 1998 all minimums and maximums on the 1997 salary ranges shall be increased by \$558, thus creating the 1998 salary ranges.

2). Effective January 1, 1998, all employees who have been on the payroll and have maintained continuous full-time employment since on or before September 30, 1997 shall receive a \$1,116 salary increase added to their base pay. Employees at or above the established maximum (Exhibit B-98) for their job classification shall receive an increase of \$558 to their base pay and \$558 in lump sum payment. In the event an employee's base salary exceeds the maximum after the salary adjustment is added to their base pay, the amount over the maximum shall be paid in a lump sum.

E. Increment Adjustment 1999

Effective January 1, 1999 all employees who have been on the payroll and have maintained continuous full time

employment since on or before September 30, 1998 shall receive a two percent (2%) increment added to their base pay. Employees at or above the established maximum (Exhibit B-99) for their job classification shall receive said increase in a lump sum payment.

ARTICLE IV ADDITIONAL COMPENSATION:

A. Differential

1). Shift differential compensation shall be paid only to titles at Buttonwood Hospital which are receiving shift differential as of December 31, 1994, who are scheduled to work forty (40) hours per week and are required to work a complete eight (8) hour shift. Differential shall be paid for each hour worked between 3:00 PM and 7:00 AM. Employees who work beyond their normal shift shall receive shift differential in compliance with this article. The shift differential rate shall be as follows:

a). Registered Nurses, Licensed Practical Nurses and Hospital Attendants shall receive shift differential as listed below:

1995	\$1.10
1996	\$1.10
1997	\$1.10
1998	\$1.10

b). All other titles currently receiving shift differential as of December 31, 1994 shall continue to receive during the terms of their employment at the shift differential rates of:

1995	\$.60
1996	\$.60
1997	\$.60
1998	\$.60

c). Registered Nurses and Licensed Practical Nurses employed at the Burlington County Detention facility shall receive shift differential in compliance with Section 1 of this Article.

Payment for shift differential shall be included in the regular bi-weekly paycheck.

2). Employees of the Buildings and Grounds Department who are routinely assigned to the correctional facilities or Juvenile Detention Center will receive an additional \$.25 per hour for actual time worked. The additional compensation shall not apply to compensation for sick leave, vacation, holidays or

any time other than time actually worked in such facilities. The additional compensation shall only apply to employees who work in those areas of the correctional facilities or Juvenile Detention Center where there is contact with inmates or detainees. The assignment of employees to duties in the correctional facilities or Juvenile Detention Center is within management's sole discretion. Such assignment decisions shall not be subject to the grievance procedure.

3). Senior Licensed Practical Nurses and Licensed Practical Nurses working at the Burlington County Detention Facility who were hired prior to October 1, 1993 shall receive an increase equivalent to the amount of one step on their 1994 salary range. In the event the County elects to provide direct care at the Juvenile Detention Center and Post House, the nurses who received the one step increase will have their salaries reduced by the amount of the increase. Such increase shall become effective at the signing of this agreement and shall not be retroactive.

#### B. Uniforms

1). Except as listed below, effective January 1, 1995 and each year of this contract eligible employees covered by this Agreement who are required by the County to wear special clothing and/or uniforms which are not supplied by the County shall receive an annual clothing maintenance allowance up to one hundred fifty dollars (\$150). Eligible employees shall be defined as those titles presently receiving the allowance.

a). Vouchers and appropriate documentation, including receipts approved by the Department Head shall be submitted to the Treasurer's Office by November 15 of each calendar year. Payment shall be made within a reasonable period prior to December 31 of each calendar year.

2). For employees assigned to the Psychiatric Unit of Buttonwood Hospital reimbursement shall be made for articles damaged or destroyed by patient contact. For employees assigned to the Environmental Section of the Health Department reimbursement shall be made for articles damaged or destroyed as a result of the performance of their unique job responsibilities. Such reimbursement not to exceed one hundred dollars (\$100) per calendar year. For employees of the Buildings and Grounds department only who are assigned to work in the correctional facilities or Juvenile Detention Center reimbursement shall be made for articles damaged or destroyed by inmate or detainee contact. Such reimbursement shall not exceed \$100 per altercation. Employees shall submit verification of damaged property within a reasonable period of time to the Department Head for approval within the procedures as set forth by the County.



3). Emergency Management

Effective January 1, 1995 and every year thereafter the County shall provide each employee a \$125 non-accountable uniform and maintenance allowance. Such payment shall be made on or before July 1 of each calendar year. To be eligible for such allowance an employee must have been hired on or before January 1 in the year of which the allowance is being provided. Employees hired on or after January 1 shall receive a pro-rated allowance. Employees who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County on a pro-rata basis. All employees who are required to wear uniforms may be subject to disciplinary action for non-compliance.

4). Burlington County Detention Facility

Effective January 1, 1995 eligible employees shall receive a \$150 clothing allowance in compliance with Paragraph B.1. above.

Effective January 1, 1996 and each subsequent year of the contract eligible employees covered by this Agreement who are required by the County to wear special clothing and or uniforms which are not supplied by the County shall receive an annual non-accountable clothing allowance as follows:

1996	\$175
1997	\$175
1998	\$200

Eligible employees shall be defined as those titles who received the 1995 uniform allowance. To be eligible for such allowance an employee must have been hired on or before January 1 in the year of which the allowance is being provided. Such payment shall be made on or before April 1 of each calendar year. Any employee who leaves the employment of the County during the calendar year shall be liable to the County for a pro rata reimbursement of the uniform allowance.

5). Buttonwood Hospital

Effective January 1, 1995 eligible employees covered by this agreement who are required by the County to wear special clothing and/or uniforms which are not supplied by the County shall receive a clothing maintenance allowance of up to one hundred fifty dollars (\$150). Eligible employees shall be defined as these titles presently receiving the allowance.

Vouchers and appropriate documentation, including receipts approved by the Department Head shall be submitted to the Treasurers Office by November 15, 1995. Payment shall be

made within a reasonable period prior to December 31, 1995.

Effective January 1, 1996 and each subsequent year of the contract eligible employees covered by this Agreement who are required by the County to wear special clothing and or uniforms which are not supplied by the County shall receive an annual non-accountable clothing allowance as follows:

1996	\$175
1997	\$175
1998	\$200

Eligible employees shall be defined as those titles who received the 1995 uniform allowance.

To be eligible for such allowance an employee must have been hired on or before January 1 in the year of which the allowance is being provided. Such payment shall be made on or before April 1 of each calendar year. Any employee who leaves the employment of the County during the calendar year shall be liable to the County for a pro-rata reimbursement of the uniform allowance.

Registered Nurses, Licensed Practical Nurses, Hospital Attendants, Senior Licensed Practical Nurses and Senior Hospital Attendants who are assigned to the psychiatric division shall be eligible to receive a non-accountable clothing allowance for the purchase of footwear as listed below:

1996	\$30.00
1997	\$40.00
1998	\$50.00

To be eligible for such allowance an employee must have been hired on or before January 1 in the year of which the allowance is being provided. Such payment shall be made on or before April 1 of each calendar year. Any employee who leaves the employment of the County during the calendar year shall be liable to the County for a pro-rata reimbursement of the uniform allowance.

#### 6). Juvenile Detention Facility

Each Juvenile Detention Officer shall receive an initial uniform issue as listed below:

- 4 pairs of trousers, blue (unisex)
- 4 short sleeve shirts, french blue (unisex)
- 4 long sleeve shirts, french blue (unisex)
- 1 belt
- 1 set collar pins Rhodium/Officer  
Gold/Senior, Supervisor

1 pair leather black, low-quarter shoes  
2 name tags  
1 sweater  
1 badge  
Patches for all shirts and sweater

All uniforms and equipment, other than footwear, that have been issued shall be turned in when the officer leaves the employ of the County. All officers shall be required to make restitution to the County for any property or equipment that is damaged or not returned.

In 1996 the County will provide a non-accountable \$200 uniform and maintenance allowance payable on or before July 1, 1996. In order to be eligible for such allowance an employee must be hired on or before January 1 in the year in which the allowance is provided. Employees hired after January 1 shall have their allowance pro-rated. Employees who leave the employ of the County during the calendar year in which the allowance was paid shall reimburse the County on a pro-rata basis. All employees who are required to wear uniforms may be subject to disciplinary action for non-compliance.

In 1997 and 1998 the County shall provide a \$250 non-accountable uniform and maintenance allowance. Such allowance shall be paid and pro-rated as outlined above. The County will provide uniform specifications.

The County shall reimburse Juvenile Detention Officers for uniforms and personal articles damaged or destroyed by detainees. Such reimbursement upon submission of receipts shall not exceed \$100 per year.

#### C. Certification

Any full-time employee who was employed prior to December 31, 1985 and is required to be certified or licensed in their present position shall be granted time off in order to take the necessary test if such test is scheduled during the normal work day.

#### D. Tuition Reimbursement

Full-time employees will be eligible for tuition reimbursement for courses which are job related provided prior approval is received from the Board of Freeholders after a written request to and recommendation by the Department Head to the Board.

If prior approval is granted, the employee must submit evidence that he has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in County

service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the County service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University per semester.

#### ARTICLE V WORK SCHEDULE:

"Working day" is defined as Monday through Friday, excluding holidays.

A. All clerical employees shall work thirty five (35) hours per week. All other employees shall work forty (40) hours per week. Clerical titles are listed with an asterisk (\*) in Exhibit A.

B. Notwithstanding the work schedules listed below, provisions may be made for flexible schedules for employees in various Departments of the County, subject to the approval of the Department Head and affected employees.

C. Offices and facilities shall be open to the public as determined by the County. Employees may be scheduled as follows:

1). Clerical Employees: 8:30 AM to 4:30 PM or 9:00 AM to 5:00 PM in accordance with Departmental policy.

2). Non-shift Forty (40) Hour Employees: 8:00 AM to 5:00 PM with one (1) hour lunch or 8:00 AM to 4:30 PM with a one half (1/2) hour lunch in accordance with Departmental policy.

3). Buttonwood Hospital: 7:00 AM to 3:30 PM; 3:00 PM to 11:30 PM; 11:00 PM to 7:30 AM.

4). Emergency Management Service: 7:00 AM to 7:00 PM; or 7:00 PM to 7:00 AM on a permanent schedule one half (1/2) hour for meal break in accordance with Departmental policy. There will be supplemental eight (8) hour shifts initiated to cover 8:00 AM to 4:00 PM/4:00 PM to 12:00 midnight and 7:00 PM to 3:00 AM. These additional shifts will be manned on a seniority basis, one half (1/2) hour for meal break shall be taken in accordance with Departmental policy.

5). Other twenty-four (24) Hour County Facilities: 8:00 AM to 4:00 PM; 4:00 PM to 12:00 midnight; 12:00 midnight to 8:00 AM.

6). Buildings and Grounds Employees: (one half (1/2)

hour lunch).

- a). Stationary Fireman: 7:00 AM to 3:30 PM.
- b). Maintenance Repairers and Day Crews-8:00 AM to 4:30 PM.
- c). Janitorial Night Crew: 4:00 PM to 12:00 midnight.

7). Library Employees:

a). Hours of Work

1. Professionally certified librarians - forty (40) hours per week as follows:

Thirty five (35) hours per week to be scheduled for work on the Commission's premises. The additional five (5) hours per week shall be devoted to, but not limited to, duties such as professional reading, selection of materials, program planning, professional conferences and continuing education, which duties need not be furnished while present on the Commission's premises.

2. All other full-time employees thirty-five (35) hours per week.

b). The Burlington County Library Commission's headquarters shall be open to the public as follows:

1. October through May: Monday through Thursday 9:00 AM to 9:00 PM; Friday and Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM.

2. June through September: Monday through Thursday 9:00 AM to 9:00 PM; Friday 9:00 AM to 5:00 PM; Saturday 9:00 AM to 5:00 PM; Sunday 1:00 PM to 5:00 PM except July and August.

c). The hours of branch libraries shall be as determined from time to time by the Commission.

d). Employees who work the scheduled Sunday hours shall be credited with a full work day. Employees hired prior to January 1, 1982 shall not be required to work Sundays. Where there is a need for some employees to work Sundays, employees within a given classification will be given preference of schedule in accordance with their seniority.

8). Notwithstanding the schedules as listed above in this paragraph, nothing set forth herein is intended to alter or change departmental/agency schedules which exist at the execution of this agreement.

D. For the efficiency of service or the good of the public, the County may change the work schedules of employees. Prior to the changing of any work schedule the Department Head must first solicit volunteers. Should the needs of the County/Department not be met after the solicitation of volunteers, the County with notice of not less than (10) working days, assign such employees based on inverse seniority. The conditions as set forth above shall be subject to the grievance procedures. Weekly work hours shall not be increased or decreased without the prior consent of the employee representative, except in cases of emergency.

E. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned shall have their schedules arranged on a rotational basis which will insure that they have an equal number of weekends off, distributed evenly throughout the year.

1). Juvenile Detention Facility

a). Effective January 1, 1996 the County shall formulate work week assignments to allow employees two (2) weekends off per month. Such assignments shall continue through June 30, 1996.

b). Effective July 1, 1996 the County shall formulate work week assignments to allow employees one (1) weekend off per month.

2). Buttonwood Hospital

a). The County and the CWA agree to establish a Task Force whose sole purpose shall be to make recommendations to the Administration of Buttonwood Hospital. The recommendations shall seek to significantly reduce the number of overtime hours caused by attendance related problems.

For the purposes of this Agreement, overtime hours will be defined as additional hours worked by employees in the Long Term Care Division at a premium rate. The overtime hours shall be directly caused by sick call outs, lateness, non-workers compensation leave of absences and unauthorized absences.

The Task Force will be responsible for confirming the actual number of 1995 overtime hours as set forth above. Such confirmation shall occur on or before December 15, 1995. The Task Force may review the attendance records, overtime records and costs on a pay period basis. Any information obtained by the Task Force must remain confidential. The ability to review those records and costs will enable the Task Force to make recommendations to assist in the reduction of overtime hours. The Task Force shall be comprised of no more than 10

employees to be selected by the Union. the Union shall endeavor to appoint employees who are representative of the effected job titles and shifts in the Long Term Care Division.

b). Employees in the Long Term Care Division of Buttonwood Hospital to include Registered Nurses, Senior Licensed Practical Nurses, Licensed Practical Nurses, Certified Hospital Attendants, and Senior Certified Hospital Attendants, shall continue to be scheduled for every other weekend off.

Such continued scheduling is contingent upon a reduction in the agreed upon number of overtime hours to the Long Term Care Division in 1995 by 50% in 1996. In the event the amount of overtime hours are not reduced to the 1996 target level all employees in the above mentioned titles shall have their schedule arranged on a rotational basis which will ensure that they have one weekend off out of three effective January 1, 1997.

The continuation of the every other weekend off schedule in 1998 is contingent upon a reduction in the agreed upon number of overtime hours to the Long Term Care Division in 1995 by 65% in 1997. In the event the amount of overtime hours is not reduced to the 1997 target level all employees in the above mentioned titles shall have their schedule arranged on a rotational basis which will ensure that they have one weekend off out of four effective January 1, 1998.

The continuation of the every other weekend off schedule in 1999 is contingent upon a reduction in the number of overtime hours to the Long Term Care Division in 1995 by 75% in 1998. In the event the amount of overtime hours is not reduced to the 1998 target level all employees in the above mentioned titles shall have their schedule arranged on a rotational basis which will ensure that they have one weekend off out of four effective January 1, 1999.

The inability of the effected employees to achieve the targeted reduction in any given year shall not preclude the employees from returning to an every other weekend off schedule provided they meet the targeted reduction in a succeeding year.

It is mutually agreed that Buttonwood Hospital and CWA shall jointly explain this program and its implications to the effected employees.

F. Where there is more than one (1) work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

G. Emergency Management

1). During the course of the year, sick, vacation, holidays, and personal days for Communication Operators and Senior Communication Operators will be deducted at the rate of one (1) hour for each hour off.

2). Effective January 1, 1996 sick, vacation and compensatory time used for an entire work day shall be deducted at 11.5 hours for an employee working a 12 hour shift.

3). The County agrees to grant employees working twelve (12) hour shifts with thirteen (13) rather than twelve (12) hours of compensatory time on January 1 of each year of the contract. Such compensatory time is contingent upon continued implementation of the twelve (12) hour work schedule.

#### ARTICLE VI HOLIDAYS:

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. Holiday celebrated as the 3rd Monday in February.
5. Good Friday.
6. Last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. Fourth Thursday in November, known as Thanksgiving Day.
13. Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.

A. Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday. An employee must be in pay status the day before and the day after a holiday in order to be paid for the holiday.

#### B. Holidays - Emergency Management Service:

1). Employees hired before January 1, 1996 may elect to receive monetary compensation for holidays earned or time off in lieu of holidays earned. Employees hired on or after January 1, 1996 shall receive monetary compensation only for holidays earned.

Such election shall be made by the eligible employee on or before December 15 for the holidays occurring



within the following calendar year. Employees who fail to elect by December 15 shall be conclusively deemed to have elected monetary compensation for holidays earned.

An employee who elects to receive monetary compensation for holidays earned shall receive payment for accrued holidays on July 1 for the period from January 1 through June 30 of the contract year and on or before January 15 of the subsequent year for the period July 1 through December 31 of the contract year. Such payment shall be at straight time pay based upon the rate of pay at which the holiday was earned.

Holidays at the Communications Center will be scheduled off on a timely basis as near as possible to the actual holiday but not so as to jeopardize the minimum manning in the Communications Center.

2). Employees at the Communication Center who have worked a recognized holiday and who cannot be scheduled for time off within thirty (30) days of such holiday may elect to be paid for the holiday.

3). For the purposes of calculating monetary compensation for holidays worked and time off in lieu of holidays worked, a holiday shall equal 8 hours.

C. During the calendar year, employees who have previously taken a sick day before or after a holiday or the day of the holiday shall be required to provide a doctor's note for any further such absences for the remainder of the calendar year. Should the employee fail to provide the required doctor's note he shall not receive holiday pay or earn said holiday.

D. For departments which operate more than five (5) days per week, holidays need not be given to employees on the specific day on which the holiday falls. One (1) day off in lieu of the holiday will be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later. If the day off cannot be scheduled for an employee within the calendar year or thirty (30) days after the recognized holiday, whichever is later, the employee shall be compensated at the straight time rate for the number of hours allocated to that day off.

1). For employees at Buttonwood Hospital only, holidays need not be given to employees on the specific day on which the holiday falls. An employee may request one day off in lieu of the holiday within the calendar year or 30 days after the recognized holiday, whichever is later. In addition, an employee may request to use a holiday up to six months prior to the date of the recognized holiday.

Employees who use a holiday prior to earning shall be required to reimburse the County for the unearned holiday.

#### E. Holiday Pay

1). Employees at seven (7) days per week - eight (8) hours per day facilities scheduled to work a holiday, shall be scheduled another day off in its place unless said Holiday is Thanksgiving or Christmas Day, in which case the employee shall receive one half (1/2) day compensatory time in addition to another scheduled day off.

2). If an employee is not scheduled to work on a holiday, but is required to do so, such employee shall be compensated at the rate of one and one half (1 1/2) times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

3). Notwithstanding any of the provisions above the County will pay Juvenile Detention Officers, Senior Juvenile Detention Officer and Supervising Juvenile Detention Officer for earned holidays. Such payments shall occur on or before July 1 and December 1 of each year of the contract beginning 1996. Such payments shall be issued in a separate check payable at straight time pay based upon the rate of pay at which the holiday was earned. Employees who work their entire shift on Christmas and Thanksgiving shall receive four (4) hours additional pay at their straight time rate.

4). Notwithstanding any of the provisions above, employees at Buttonwood Hospital with proper notification to the hospital administration on the approved form each June 1 and December 1, of each calendar year beginning 1996 an employee with an earned holiday may elect to receive monetary compensation for said holidays at straight time pay based upon the rate of pay at which the holiday was earned.

### ARTICLE VII OVERTIME:

#### A. General Rules

1). Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Department Head. Such orders shall be given only when unusual circumstances arise. If an employee works overtime, he shall be entitled to elect compensatory time off or pay equal to one and one half (1 1/2) times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2). Supervisory personnel shall be eligible for overtime only in emergency situations at the request of the

Department Head and not for routine or other administrative functions.

3). No overtime shall be authorized or approved unless the individual making the application has in fact worked his/her designated position beyond their normal work week of either thirty five (35) or forty (40) hours. Sick Leave shall not be considered "time worked" except in a time of emergency or snow removal. Personal leave, Holiday and Vacation time shall be considered "time worked" if properly scheduled and approved.

4). If Compensatory time cannot be scheduled by the Department Head by December 31 of the calendar year or thirty (30) days after the date on which the overtime was worked, whichever is later, the employee shall be compensated at the overtime rate for such time. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this Agreement.

5). If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the Department Head, following the period in which overtime hours are worked.

6). Where the nature of the work requires the availability of personnel at times other than standard working hours, a call roster shall be established by the Employer (Department Head). Such roster will be prepared based on seniority within the appropriate section of each Department. The roster shall be available at all times for review by the employee, Union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime. Said employee shall have only one right of refusal. When an employee is called for a job assignment only the time actually worked on the assignment need be counted as hours worked.

#### B. Call-In

1). Any employee called in to work shall receive a minimum of two (2) hours pay at straight time or one and one half (1 1/2) times pay for actual time worked, whichever is greater.

#### C. Stand-by/Beeper

1). If employees are designated to be on stand-by status, they will be required to leave a telephone number where they can be reached at all times during the period of stand-by. In consideration of stand-by status, employees shall be compensated with two (2) hours straight time pay or time off for

every eight (8) hours of stand-by status. Volunteers for stand-by shall be solicited. Employees shall be eligible for stand-by status on a rotational basis in the order of seniority. In the event of insufficient volunteers, stand-by shall be mandated on the basis of inverse seniority.

2). In the event an employee other than a supervisor is required to carry a beeper, compensation at the rate of one (1) hour pay or time off shall be granted for every eight (8) hours on beeper call. Supervisors may be required to carry a beeper without any compensation.

3). For Communications, stand-by time will be for emergencies and from Friday, 4:00 PM to Sunday, 12:00 midnight. Stand-by and assignment will be on a seniority basis.

#### D. Emergency/Snow Removal

1). Employees who are required to work by reason of an emergency as declared by the Director of the Board of Chosen Freeholders or designee or as required for snow removal shall be paid at the rate of one and one half (1 1/2) times for all hours worked beyond forty (40) for the normal work week. During such period no employee shall work more than sixteen (16) consecutive hours. When such employee has worked sixteen (16) consecutive hours, he shall be given eight (8) hours off. If any of those eight (8) hours fall within the employee's normal work schedule, he shall be paid for such time off up to a maximum of four (4) hours pay. The employee may use accumulated compensatory time to supplement time off with pay up to a total of eight (8) hours. During such emergencies no employee shall refuse to work overtime unless he has been granted a pre-approved vacation, sick or personal day. All employees failing to work during this emergency by reason of sickness shall be required to produce a doctor's certificate. Employee affidavits may be accepted at the supervisor's discretion.

2). Upon submission of a doctor's note stating working long periods of time would aggravate an existing condition, employees with ongoing physical limitations shall be exempted from emergency overtime requirements.

#### E. Meal Allowance

Employees who fulfill the requirements of paragraph D above and have worked two (2) hours beyond the normal work day shall receive the following cash allowance for meals provided the employee signs a form of receipt for such payment.

Breakfast	\$4.00	Dinner	\$7.50
Lunch	\$4.00	Midnight Snack	\$3.00

In the event that someone works a double shift for whatever reason, they will be entitled to the same amount of time for meal and coffee breaks as on their regularly scheduled shifts.

#### F. Failure to Respond

Any employee who refuses to work overtime (1) beyond the first right of refusal, (2) during a declared emergency or (3) during snow removal procedures shall be disciplined for Neglect of Duty with such refusal noted in the employee's personnel file.

### ARTICLE VIII SENIORITY/JOB POSTING:

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the Representative upon request.

D. Where openings in non-entry level positions occur, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing. If, in management's sole discretion, a job needs to be filled and the six (6) day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

### ARTICLE IX BENEFITS:

#### A. Health Benefits

Family Hospital, Surgical and Major Medical or other medical benefits shall be available for all full-time employees on the first of the month after three (3) months of service pursuant to the following provisions:

1). All employees shall be covered by a non-contributory comprehensive County self-funded medical plan to

include a five dollar (\$5.00) doctor visit co-pay and a seven dollar (\$7.00) generic and a fifteen dollar (\$15.00) brand co-pay prescription plan and an optical plan. A copy of this plan shall be provided to each employee. In the case of a husband and wife working for the County, the employee with the earliest hire date shall be listed for coverage. If, for any reason, the subscriber has his/her coverage terminated, the spouse shall be added immediately.

2). During the term of this Agreement, there shall be no change in the Health Benefits set forth in paragraph A (1) paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones set forth herein.

3). Employees hired on or after January 1, 1996 shall select only one (1) provider network for medical benefits.

4). The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee's coverage shall be terminated effective the first of the month following the ninetieth day. Said employee shall then be eligible for coverage under the COBRA regulations. Upon returning to work, coverage will be reinstated effective the first of the month following the date of return.

#### B. Dental

1). Effective January 1, 1992 the Employer shall pay for and provide a 50/50 family dental plan for preventive, diagnostic and basic benefits.

2). Effective January 1, 1994 the 50/50 family dental plan shall be upgraded to 80/20 family dental plan for preventive, diagnostic and basic benefits.

3). The family program of dental care shall include orthodontics for children only and prosthodontics. Employees eligibility shall be determined in accordance with Paragraph A. (Health Benefits)

a). The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b). Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

C. Eye Care Plan of America

Effective January 1, 1993 employees shall be offered participation in the Eye Care Plan of America.

D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

F. Mileage

Employees shall be paid mileage for use of privately owned vehicles during the course of employment as listed below:

1995	\$.24
1996	\$.25
1997	\$.26
1998	\$.27

G. Absence Without Leave

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

H. Coffee Break

All employees shall receive two ten (10) minute coffee breaks, one in the morning and one in the afternoon.

ARTICLE X ANNUAL VACATION:

Full-time employees in the County service shall be entitled

to the following annual vacation with pay subject to scheduling approval by the Department Head.

1). New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

2). After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

Years worked as a provisional full-time employee prior to January 1, 1989 shall not be included within the computation of years of service as set forth in this paragraph.

3). Additional days based upon years of service are credited on January 1 in the calendar year of the employee's anniversary.

4). When in any calendar year the vacation, or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

5). All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro-rated basis. The amount of time earned shall be pro-rated to calculate time owed to the County should an employee leave the County service for any reason. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more vacation has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn vacation leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

6). Any employee who is laid off, due to a reduction in force, discharge, retired or separated from the



service of the Employer for any reason prior to taking his vacation, shall be compensated in money for any earned unused vacation time.

**ARTICLE XI SICK LEAVE:**

Full-time employees in the County service shall be entitled to sick leave with pay in accordance with the following schedule:

1). New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

2). After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

3). Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at one and one-quarter (1 1/4) days per month for purposes of computing time owed to the County in the event an employee should leave prior to the completion of that calendar year and, having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned. Notwithstanding the conditions as stated above, deductions for overdrawn sick leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

4). An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

5). Paid sick days shall not accrue during a leave of absence without pay.

6). Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

a). Up to ten (10) working days of emergency attendance upon a member of his immediate family with a serious health condition and requiring the presence of such employee.

1). Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household. For good cause the definition of immediate family may be expanded upon by the approval of the Department Head or designee.

2). Serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

i. Any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility;

ii. Any period of incapacity requiring absence from work, school, or other regular daily activities, for more than three calendar days, that also involves continuing treatment by a health care provider; or

iii. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Employee must produce proof of illness upon first day of return to work.

b). Up to five (5) working days may be requested for a death in the immediate family. Upon request and approval of the Department Head, this definition may be expanded.

7). If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

8). If it is reasonably suspected that the employee is abusing the sick leave privilege, the Department Head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

9). An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave as set forth above shall notify

his immediate supervisor, by telephone or personal message, prior to the normal starting time, or he shall suffer loss of pay.

10). Sick days may accumulate.

11). Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Department Head who may approve such request based upon merit.

12). An employee shall not be reimbursed for accumulated sick leave when leaving the County service except for retirement, as provided for in Article XVII.

#### ARTICLE XII FAMILY MEDICAL LEAVE:

A. Family Leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. and N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.

B. An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

#### ARTICLE XIII MILITARY LEAVE:

The existing statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

#### ARTICLE XIV JURY DUTY:

If an employee is called to serve on a jury, the time will not be deducted from his vacation time if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

#### ARTICLE XV SPECIAL LEAVE OF ABSENCE:

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his usefulness on his return to the service, or who for any reason considered good

by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the appointing authority and the Board such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

#### ARTICLE XVI PERSONAL LEAVE:

A. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

B. An employee shall give no less than twenty-four (24) hours advance notice of his intent to take a personal leave day. Such intent shall not be denied unless that leave would substantially interfere with the proper functioning of the Department.

C. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

D. Deductions for overdrawn personal leave shall occur upon an employee's return to work from a leave of absence in accordance with existing County policy.

#### ARTICLE XVII RETIREMENT:

A. Each employee who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

1). The amount of the supplemental compensation payment shall be computed at the rate of one half (1/2) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement. Lump sum supplemental compensation payment shall be made in compliance with N.J.S.A. 11A:6-19.

2). Payment shall be made in January next

following the date of retirement provided the employee has given his Department Head written notice of retirement at least six (6) months prior to date thereof. Failure to give such notice shall result in a delay of payment to the second January next following the day of retirement. In emergent or unusual circumstances, such notice may be waived.

B. For the calendar year 1992, employees who have retired or who shall retire with twenty five (25) years or more of credited service to Burlington County shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the County. The Employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

C. Effective January 1, 1993 all employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be covered by a comprehensive, County self-funded, medical plan subject to the provisions of Article IX, Benefits paragraph A (1). Prior to being eligible for the benefits as listed in paragraphs B and C, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B.

D. The County shall continue its current practice of payment of full coverage for the first ninety (90) days following the date of retirement regardless of the number of years of service.

#### ARTICLE XVIII PERSONNEL FILE:

A. All employees shall have the right to see all documents in their personnel file.

B. An employee shall be permitted to have a copy of any documents in his/her file.

C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.

D. Employees shall have the right to respond in writing to

anything placed in their file.

E. Employees may request of the Department Head that records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature. A Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

#### ARTICLE XIX WORKER'S COMPENSATION, SAFETY & HEALTH:

A. When an employee is injured on duty, he shall notify his Department Head immediately so that a Departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Workers' Compensation.

If he is on leave of absence without pay, he shall be entitled to his Workers' Compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Workers' Compensation benefits with the balance of his salary, if any, to be paid by County payroll check.

If accumulated time is completely used up before Workers' Compensation benefits terminate, the employee shall thereafter receive only his Workers' Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workers' Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

B. The Employer shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The Employer and Representative shall each designate a safety committee member from each complex to include: Westampton

Complex, Hainesport Complex, Institutions at Pemberton, and Non-judicial employees in the main County Complex. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

#### ARTICLE XX EQUAL TREATMENT:

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

#### ARTICLE XXI MANAGEMENT RIGHTS:

A. The Employer retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:

- 1). To direct all operations of the County.
- 2). To direct all employees of the County.
- 3). To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.
- 4). To maintain the efficiency of the government operations entrusted to it.
- 5). To determine the methods, means, and personnel by

which such operations are to be conducted.

6). To determine the number and kind of job classifications, titles and positions.

7). To contract and/or sub-contract work including but not limited to professional and other specialized services.

8). To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the Employer until the expiration of this Agreement.

#### ARTICLE XXII RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE:

A. Designated agents of the Representative shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

B. The Union shall be granted an aggregate of fifty (50) paid and fifty (50) unpaid days leave time in 1995, an aggregate of 55 paid and 55 unpaid in 1996, an aggregate of 60 paid and 60 unpaid in 1997 and an aggregate of 65 paid and 65 unpaid in 1998 to attend to Union business. However, in no event shall an employee be granted an aggregate to exceed ten (10) days per annum whether paid or unpaid except upon approval of the Board of Chosen Freeholders. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. Union stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.



E. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the County and its offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate County official of his/her presence.

F. Upon reasonable notice and approval of the appropriate County Official the Union may hold meetings on County premises during the lunch hour.

G. The Union may distribute literature to members of the Bargaining Unit on County premises, so long as it is not disruptive of County business.

H. The use of the County mail delivery service shall be limited to those offices which currently occupy or which may occupy in the future a County owned or leased facility.

I. Credit Union.

1). Eligibility

Effective at the signing of this contract, all members of CWA Local 1044 shall be eligible to participate in a credit union sponsored and approved by CWA Local 1044 subject to all terms and conditions established by CWA Local 1044 for such participation. Nothing herein shall be deemed to require any employee to become a participant in said credit union.

2). Amount of Deduction:

CWA Local 1044 will notify the Employer in writing as to the authorized credit union and procedure for deduction. Such deduction shall be made after written approval has been received from the employee.

3). Deduction and Transmission of Fee:

Deductions shall be made by the County within a reasonable time and in accordance with the procedures as set forth and authorized by the Credit Union, CWA Local 1044 and the employee.

4). County Held Harmless:

CWA Local 1044 hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders, Library Commission and Mosquito Commission harmless from any claims, actions or proceedings brought by an employee in the negotiating unit which arises from deductions made by the County in accordance with this provision. The County

shall not be liable to CWA Local 1044 or any employee for any retroactive or past due credit union deduction for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from credit union deductions.

5). Legal Requirements:

Provisions in this clause are further conditioned upon all other requirements of federal and state laws and regulations.

ARTICLE XXIII UNION DUES:

A. The Employer agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

B. The CWA agrees to indemnify and hold the County harmless against any, and all claims, suits, orders of judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.

1). Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the County prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2). The County will immediately supply the Union a copy of any request to halt dues.

3). If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice prior to the effective date of such change, and shall furnish the County a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

## ARTICLE XXIV AGENCY SHOP:

### 1. Purposes of Fee

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

### 2. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

### 3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

### 4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Burlington County Board of Chosen Freeholders. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

#### 5. County Held Harmless

The Union hereby agrees that it will indemnify and hold Burlington County and the Burlington Board of Chosen Freeholders, Library Commission and Mosquito Commission harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the County in accordance with this provision. The County shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

#### 6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

#### 7. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than sixty percent (60%) of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has

not been achieved, the agency fee plan will be continued through December 31, 1995 after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

#### ARTICLE XXV GRIEVANCE PROCEDURE:

##### A. Definition

"Grievance" is:

1). A claimed breach, misinterpretation or improper application of the terms of this Agreement, or

2). A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the Department, to include minor disciplinary actions. Counseling shall not be grievable.

"Working Day" is defined as: Monday through Friday, excluding Holidays.

B. Any grievance or dispute which arises between an employee and Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days and not calendar days.

##### C. Procedures\*

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence an employee with a potential grievance must orally present and discuss his/her complaint with their immediate supervisor on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

##### STEP 1:

A grievance must be filed initially within fifteen (15)

working days from the date or any date on which the act which is the subject of the grievance occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his/her grievance in writing on forms approved by each party and submit same to the Department Head who shall schedule, hear and determine the grievance within ten (10) working days after receiving it. The decision of the Department Head shall be made in writing, and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representatives and the Clerk/Administrator of the Board of Freeholders within said ten (10) working day period.

#### STEP 2:

Upon receipt of an adverse determination by the Department Head, the grievant or Union representative shall have a period of ten (10) days to appeal such determination to the Clerk/Administrator of the Board or designee who shall schedule, hear and determine the grievance within fifteen (15) working days after receiving it. The Clerk/Administrator or designee shall hear the grievance de novo and issue a decision in writing and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, the Union representative and the members of the Board of Chosen Freeholders within said fifteen (15) working day period.

#### STEP 3:

Upon receipt of an adverse determination of the Clerk/Administrator or designee, the Union shall have thirty (30) working days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission.

#### D. General Rules

1). A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

2). Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC or Department of Personnel.

3). At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.

4). If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

5). A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

6). Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.

7). If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

8). A grievance settlement at Steps 1-2 shall not be precedent setting, however, they may be introduced as evidence in arbitration.

9). Unjustifiable failure to appear at a Step I hearing constitutes a waiver of an employee's right to take the grievance to the next step of the grievance procedure.

10). Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance.

#### E. Discipline

1). Discipline and discharge shall only be for just cause.

2). Discipline shall be progressive in nature and corrective in intent.

3). The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the Employer.

4). Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2.

5). No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

6). Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday.

7). Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action.

At the time the Department Head issues an approved notice of major disciplinary action including termination, to a provisional employee with more than four (4) months of service, the Department Head shall provide the employee a review of the action, if the employee desires such a review, and said review is requested by the Union, within five (5) days of issuance of the discipline.

Such review will be conducted by the Department Head within five (5) working days of the request. The employee may choose to be represented by the Union, present witnesses or other relevant evidence related to his or her discipline.

The Union shall retain the right to proceed directly to arbitration for any major discipline or termination of a provisional employee.

Unless there is an imminent threat to health or safety, such notice of all major discipline including termination shall become effective five (5) days from issuance to the provisional employee.

8). Central Communications shall administer minor discipline in 8-hour increments. Suspended employees shall not be eligible for any leave time. In the event a suspended employee calls out sick for the remainder of the shift all time shall be considered as sick leave and said employee shall serve the suspension day on another day.

#### ARTICLE XXVI NO STRIKES:

For the duration of this Agreement, the representative, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the Employer. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement.



**ARTICLE XXVII EFFECTIVE DATES OF AGREEMENT:**

**A. Duration and Effect**

This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 1998. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as being retroactive all terms and provisions of this Agreement are not retroactive to January 1, 1995, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

**B. Renewal**

This Agreement shall automatically renew itself on January 1, 1999 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

**ARTICLE XXVIII SAVING CLAUSE:**

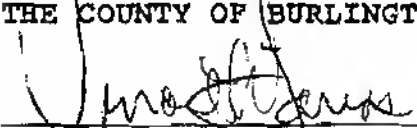
In the event any Article, Section or Portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such confer on the invalidated Article, Section or Portion thereof.

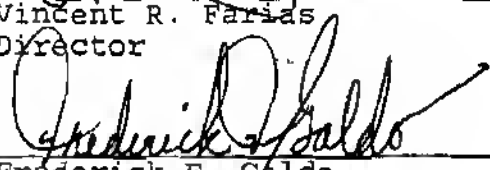
**ARTICLE XXIX COMPLETE AGREEMENT:**

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

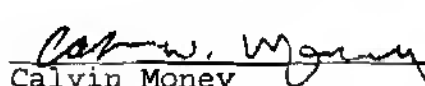
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President, respectively, attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed this 26<sup>th</sup> day of December, 1995.

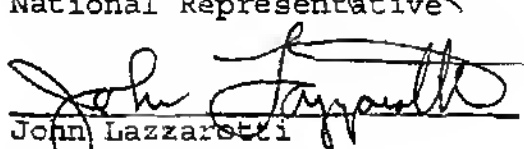
BOARD OF CHOSEN FREEHOLDERS  
THE COUNTY OF BURLINGTON

  
\_\_\_\_\_  
Vincent R. Farias  
Director

  
\_\_\_\_\_  
Frederick F. Galdo  
Clerk/Administrator

COMMUNICATION WORKERS OF  
AMERICA

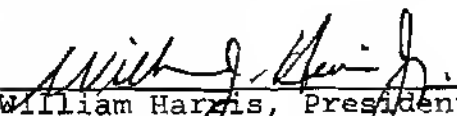
  
\_\_\_\_\_  
Calvin Money  
National Representative

  
\_\_\_\_\_  
John Lazzarotti  
President

BURLINGTON COUNTY LIBRARY  
COMMISSION

  
\_\_\_\_\_  
Martha Darlington, Chairperson

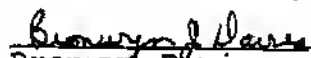
BURLINGTON COUNTY MOSQUITO  
COMMISSION

  
\_\_\_\_\_  
William Harris, President

BARGAINING COMMITTEE  
MEMBERS

  
Brian Allison


  
Kathleen Chort

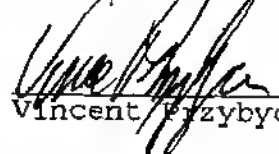
  
Bronwyn Davies

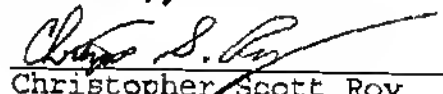
  
Regina DeFiore


  
Charles Goff


  
Sondra McGee

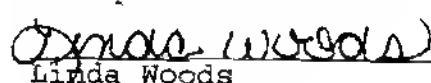
  
Robert Owen

  
Vincent Przybycin, Jr.

  
Christopher Scott Roy

  
Helen Rumph

  
Katherine Sheridan

  
Linda Woods

## EXHIBIT A

<u>TITLE</u>	<u>RANGE</u>
ACCOUNT CLERK	04 *
ACCOUNT CLERK-TYPING	04 *
ACCOUNTING ASSISTANT	13
ADMITTING CLERK	05
ALCOHOLISM COUNSELOR	11
ALCOHOLISM COUNSELOR TRAINEE	07
ANALYST GRANT APPLICATIONS	21
ANIMAL ATTENDANT	06
ARMORER	10
ART THERAPIST	18
ASSISTANT ADMINISTRATIVE ANALYST	13
ASSISTANT SUPT OF WEIGHT/MEAS	10
ASSISTANT ENGINEER	31
ASSISTANT ENGINEER CIVIL	31
ASSISTANT FOOD SERVICE MANAGER	18
ASSISTANT HEAD NURSE	29
ASSISTANT LAUNDRY MANAGER	09
ASSISTANT LIBRARIAN	22
ASSISTANT MANAGER MOBILE MEALS PGRM	13
ASSISTANT NUTRITION PROGRAM COORD.	16
ASSISTANT PLANNER	23
ASSISTANT PROGRAM ANALYST	11
ASSISTANT SUPERVISOR ROADS	16
ASSISTANT SUPERVISING BRIDGE REPAIRER	16
ASSISTANT SUPERVISING MECHANIC	19
ASSISTANT SUPERVISOR OF NURSES	33
ASSISTANT SUPERVISOR TRAFFIC MAINT.	19
AUDIO-VISUAL REPAIRER	08
BIOLOGIST MEC	18
BOILER OPERATOR	11
BRIDGE OPERATOR	05
BRIDGE REPAIRER	11
BUILDING MAINTENANCE WORKER	03
BUILDING SERVICE WORKER	03
BUYER	16
CARPENTER	10
CHAUFFEUR	07
CHIEF FIRE INSTRUCTOR	16
CHIEF POLICE INSTRUCTOR	16
CLERK	02 *
CLERK BI-LINGUAL	03 *
CLERK STENOGRAPHER	06 *
CLERK TRANSCRIBER	05 *
CLERK TYPIST	04 *
COMMUNICATIONS OPERATOR	16

<u>TITLE</u>	<u>RANGE</u>
COMPUTER OPERATOR/PRINCIPAL	
LIBRARY ASSISTANT	08
COMMUNICATIONS OPERATOR/TRAINEE	10
COMPUTER SERVICE TECHNICIAN	24
COMPUTER SERVICE TECHNICIAN TRAINEE	16
COMPUTER OPERATOR	11
COMPUTER OPERATOR TRAINEE	05
COOK	11
COORDINATOR RECYCLING PROGRAM	27
COORDINATOR OF VOLUNTEERS	16
COST ESTIMATOR PROPERTY IMPROVEMENT	07
COUNSELOR-PENAL INSTITUTION	21
COUNSELOR-PENAL INSTITUTION	
BI-LINGUAL	21
DATA CONTROL CLERK	05 *
DATA CONTROL CLERK/TRANSCRIBER	08 *
DATA CONTROL CLERK-TYPING	05 *
DATA PROCESSING PROGRAMMER	24
DATA PROCESSING PROGRAMMER TRAINEE	16
DATA PROCESSING SYSTEMS PROGRAMMER	30
DATA PROCESSING TECHNICIAN	16
DELIVERY WORKER	05
DENTAL HEALTH CONSULTANT	22
DEPUTY WORK RELEASE ADMINISTRATOR	10
DIETICIAN	22
DOCKET CLERK	04 *
EMPLOYMENT SPECIALIST	13
ENGINEERING AIDE	10
ENTOMOLOGIST-MEC	21
ENVIRONMENTAL HEALTH TECHNICIAN	08
ENVIRONMENTAL SPECIALIST	21
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR MEC	14
EXHIBIT ARTIST	09
FIELD REPRESENTATIVE - DISEASE	
CONTROL	15
FIELD REPRESENTATIVE TAXATION	15
FIRE PROTECTION INSPECTOR	29
FOOD SERVICE MANAGER	19
FOOD SERVICE WORKER	03
FORENSIC CHEMIST	22
GARAGE ATTENDANT	03
GEOGRAPHIC INFORMATION SYSTEMS	
SPECIALIST	27
GRADUATE NURSE	16
HAZARDOUS WASTE OPERATOR/TRAINEE	18

<u>TITLE</u>	<u>RANGE</u>
HAZARDOUS WASTE OPERATIONS	
TECHNICIAN	27
HEAD COOK	21
HEAD NURSE	32
HEALTH AIDE BILINGUAL	04 *
HEATING & AIR CONDITIONING MECHANIC	16
HEAVY EQUIPMENT OPERATOR	15
HEAVY EQUIPMENT OPERATOR-MEC	15
HOSPITAL ATTENDANT	04
HOSPITAL ATTENDANT (CERTIFIED)	09
HOSPITAL UTILIZATION REVIEW COORD.	33
HOUSING INSPECTOR	13
HOUSING ASSISTANCE TECHNICIAN	13
INDEX CLERK	03 *
INDEX CLERK TYPIST	04 *
INSPECTOR TRAINEE MEC	08
INSPECTOR-MEC	11
INSTRUCTOR IN SERVICE NURSING	33
INVESTIGATOR CONSUMER PROTECTION	10
JOB DEVELOPER	13
JUVENILE DETENTION OFFICER	10
JUVENILE DETENTION OFFICER	
(CERTIFIED)	16
LABORATORY TECHNICIAN	13
LABORATORY TECHNICIAN WATER ANALYSIS	13
LABORER	08
LAUNDRY MANAGER	13
LAUNDRY WORKER	04
LIBRARIAN	22
LIBRARIAN CHILDREN'S	22
LIBRARIAN TECHNICAL SERVICES	22
LIBRARY ASSISTANT TYPING	04 *
LIBRARY CLERK DRIVER	07
LIBRARY INTERN	11
LIBRARY TRAINEE	11
LOAN ADVISOR	19
LOAN ADVISOR PROPERTY IMPROVEMENT	19
MAIL CLERK	03
MAINTENANCE REPAIRER	10
MANAGEMENT SPECIALIST/SUPERVISING	
LIBRARY ASSISTANT	28
MARSH SPECIALIST-MEC	13
MASON	10
MECHANIC	14
MECHANIC DIESEL MEC	18
MECHANIC-DIESEL	18
MEDICAL RECORD CLERK	03 *
MEDICAL RECORD CLERK TYPING	04 *
MENTAL HEALTH WORKER	21

<u>TITLE</u>	<u>RANGE</u>
MICROFILM MACHINE OPERATOR	04 *
MICROFILM SYSTEMS SUPERVISOR	11
NARCOTIC CLINIC AIDE	09
NARCOTICS CLINIC SUPERVISOR	14
NARCOTICS COORDINATOR	19
NURSE COORD. PSYCHIATRIC THERAPY	20
OCCUPATIONAL THERAPIST	26
OMNIBUS OPERATOR	07
PAINTER	10
PATIENT ACTIVITIES COORDINATOR	09
PHYSICAL THERAPY AIDE	04
PHYSICAL THERAPY AIDE (CERTIFIED)	09
PILOT & AIRCRAFT MECHANIC, INSECT EXTERMINATION	25
PLANNER	23
PLANNER LAND USE	23
PLANNER, SOLID WASTE MANAGEMENT	23
PLANNING AIDE (SOLID WASTE)	15
PLUMBER	10
PRACTICAL NURSE	19
PRINCIPAL ACCOUNT CLERK	09 *
PRINCIPAL ACCOUNT CLERK TYPING	09 *
PRINCIPAL CLERK	07 *
PRINCIPAL CLERK BI-LINGUAL	10 *
PRINCIPAL CLERK STENOGRAPHER	10 *
PRINCIPAL CLERK TRANSCRIBER	10 *
PRINCIPAL CLERK TYPIST	09 *
PRINCIPAL DATA CONTROL CLERK	10 *
PRINCIPAL DATA CONTROL CLERK TYPING	11 *
PRINCIPAL DATA ENTRY MACHINE OPER.	10 *
PRINCIPAL DOCKET CLERK	09 *
PRINCIPAL ENGINEERING AIDE	22
PRINCIPAL ENGINEERING DRAFTSMAN/ TRAFFIC ANALYST	26
PRINCIPAL ENVIRONMENTAL SPECIALIST	30
PRINCIPAL INDEX CLERK	09 *
PRINCIPAL LIBRARIAN	28
PRINCIPAL LIBRARIAN CHILDREN'S	28
PRINCIPAL LIBRARIAN REFERENCE	28
PRINCIPAL LIBRARY ASSISTANT	08
PRINCIPAL LIBRARY ASSISTANT TYPING	08 *
PRINCIPAL MEDICAL RECORDS CLERK TYPING	13 *
PRINCIPAL MICROFILM MACHINE OPER.	09 *
PRINCIPAL PLANNER LAND USE	27
PRINCIPAL PLANNER SOLID WASTE MANAGEMENT	27

<u>TITLE</u>	<u>RANGE</u>
PRINCIPAL PURCHASING ASSISTANT/ TYPING	09
PRINCIPAL SANITARY INSPECTOR	30
PRINCIPAL TAX CLERK	10 *
PRINTING MACHINE OPERATOR 1	05
PRINTING MACHINE OPERATOR 3	16
PROBATE ASSISTANT	06
PROBATE CLERK TYPING	06
PROJECT DIRECTOR NUTRITION	16
PROGRAM ANALYST	13
PROGRAM COORDINATOR, SPECIAL EVENTS	08
PROGRAM NUTRITIONIST	21
PROGRAM SPECIALIST ALCOHOL ABUSE ACTIVITIES	11
PSYCHIATRIC SOCIAL WORKER	26
PSYCHIATRIC TECHNICIAN	08
PUBLIC HEALTH INVESTIGATOR	13
PUBLIC HEALTH LABORATORY TECHNICIAN	10
PUBLIC HEALTH NUTRITIONIST	19
PUBLIC WORKS INSPECTOR	24
PURCHASING ASSISTANT/TYPING	04
QUALITY ASSURANCE COORDINATOR HEALTH FACILITY	33
RABIES CONTROL OFFICER	05
RADIO DISPATCHER	04
RECEPTIONIST/TYPIST	04 *
RECEPTIONIST/TELEPHONE OPERATOR	03 *
RECEPTIONIST/TELEPHONE OPERATOR- TYPING	04 *
RECORDS MANAGER	16
RECREATION AIDE	06
RECREATION THERAPIST	09
RESEARCH AIDE	11
RESEARCH ANALYST	21
RESEARCH ASSISTANT	21
RESOURCE RECOVERY UTILITIES OPERATOR LEVEL (2)	27
ROAD INSPECTOR	14
SANITARY INSPECTOR	22
SANITARY INSPECTOR TRAINEE	15
SEAMSTRESS	03
SECURITY GUARD	03
SENIOR ACCOUNT CLERK	07 *
SENIOR ACCOUNT CLERK TYPING	07 *
SENIOR ALCOHOLISM COUNSELOR	14
SENIOR ANIMAL ATTENDANT	10
SENIOR BUILDING MAINTENANCE WORKER	08
SENIOR BUILDING SERVICE WORKER	08
SENIOR CITIZEN PROGRAM AIDE	03



<u>TITLE</u>	<u>RANGE</u>
SENIOR CLERK	04 *
SENIOR CLERK BI-LINGUAL	05 *
SENIOR CLERK STENOGRAPHER	08 *
SENIOR CLERK TRANSCRIBER	08 *
SENIOR CLERK TYPIST	07 *
SENIOR COMMUNICATION OPERATOR	24
SENIOR COMPUTER COMMUNICATION TECHNICIAN	31
SENIOR COMPUTER OPERATOR	16
SENIOR COOK	13
SENIOR COST ESTIMATOR PROPERTY IMPROVEMENT	19
SENIOR COUNSELOR	21
SENIOR COUNSELOR, PENAL INSTITUTIONS	19
SENIOR DATA CONTROL CLERK/TYPING	09 *
SENIOR DATA CONTROL CLERK TRANSCRIBER	10 *
SENIOR DATA ENTRY MACHINE OPERATOR	07 *
SENIOR DATA PROCESSING PROGRAMMER	30
SENIOR DATA PROCESSING SYSTEMS PROGRAMMER	35
SENIOR DOCKET CLERK	07 *
SENIOR EMPLOYMENT SPECIALIST	22
SENIOR ENGINEER	34
SENIOR ENGINEER CIVIL	34
SENIOR ENGINEERING AIDE	12
SENIOR ENVIRONMENTAL SPECIALIST	26
SENIOR FIELD REPRESENTATIVE DISEASE CONTROL	22
SENIOR FIRE INSTRUCTOR	18
SENIOR FOOD SERVICE WORKER	08
SENIOR FORENSIC CHEMIST	26
SENIOR GARAGE ATTENDANT	06
SENIOR HOSPITAL ATTENDANT (CERTIFIED)	11
SENIOR HOSPITAL ATTENDANT	07
SENIOR HOUSEKEEPER	08
SENIOR HOUSING ASSISTANT TECHNICIAN	16
SENIOR HOUSING INSPECTOR	18
SENIOR INDEX CLERK	05 *
SENIOR INSPECTOR MEC	15
SENIOR INTAKE RECRUITER/JTPA	13
SENIOR INVESTIGATOR CONSUMER PROTECTION	16
SENIOR JOB DEVELOPER	22
SENIOR JUVENILE DETENTION OFFICER	15
SENIOR JUVENILE DETENTION OFFICER (CERTIFIED)	19
SENIOR LABORATORY TECHNICIAN	17

<u>TITLE</u>	<u>RANGE</u>
SENIOR LAUNDRY WORKER	07
SENIOR LEASED HOUSING SPECIALIST	16
SENIOR LIBRARIAN	25
SENIOR LIBRARIAN REFERENCE	25
SENIOR LIBRARY ARTIST EXHIBIT	13
SENIOR LIBRARY ASSISTANT	06
SENIOR LIBRARY ASSISTANT TYPING	06 *
SENIOR LIBRARY CLERK DRIVER	08
SENIOR MAIL CLERK	05
SENIOR MAINTENANCE REPAIRER	12
SENIOR MEDICAL RECORDS CLERK TYPING	05 *
SENIOR MICROFILM MACHINE OPER.	07 *
SENIOR OFFSET MACHINE OPERATOR	10
SENIOR PAYROLL CLERK/TYPING	07
SENIOR PLANNER	27
SENIOR PLANNER SOLID WASTE MANAGEMENT	27
SENIOR PLANNING AIDE	19
SENIOR PRACTICAL NURSE	21
SENIOR PROBATE CLERK TYPING	10
SENIOR PUBLIC HEALTH INVESTIGATOR	17
SENIOR PUBLIC HEALTH LABORATORY TECHNICIAN	17
SENIOR RADIO DISPATCHER	10
SENIOR RECEPTIONIST/TELEPHONE OPERATOR	07
SENIOR RECREATION THERAPIST	11
SENIOR RESEARCH ANALYST	28
SENIOR ROAD INSPECTOR	18
SENIOR SANITARY INSPECTOR	26
SENIOR SANITATION INSPECTOR	18
SENIOR SECURITY GUARD	05
SENIOR SITE MANAGER	08
SENIOR SIGN DESIGNER PROCESSOR LETTERER	14
SENIOR STATIONARY ENGINEER	16
SENIOR STOREKEEPER	10
SENIOR TELEPHONE OPERATOR	07 *
SENIOR TELEPHONE OPERATOR TYPING	07 *
SENIOR TELEPHONE OPERATOR RECEPTIONIST	07 *
SENIOR TRAFFIC MAINTENANCE WORKER	12
SENIOR TRAFFIC SIGNAL ELECTRICIAN	18
SENIOR WEIGHMASTER	19
SIGN DESIGNER PROCESSOR LETTERER	11
SITE MANAGER NUTRITION PROJECT	05
SOCIAL WORKER INSTITUTIONS	21
STATIONARY ENGINEER	14
STOCK HANDLER	05

<u>TITLE</u>	<u>RANGE</u>
STOREKEEPER	07
SUPERVISING ACCOUNT CLERK	13 *
SUPERVISING ACCOUNT CLERK TYPING	13 *
SUPERVISING ALCOHOLISM COUNSELOR	18
SUPERVISING ANIMAL ATTENDANT	18
SUPERVISING CLERK	11 *
SUPERVISING CLERK STENOGRAPHER	14 *
SUPERVISING CLERK TRANSCRIBER	12 *
SUPERVISING CLERK TYPING	11 *
SUPERVISING DATA CONTROL CLERK	12 *
SUPERVISING DOCKET CLERK	13 *
SUPERVISING ENGINEERING AIDE	31
SUPERVISING GROUNDSKEEPER	15
SUPERVISING HEATING & AIR CONDITIONING MECHANIC	22
SUPERVISING INDEX CLERK	11 *
SUPERVISING JUVENILE DETENTION OFFICER	20
SUPERVISING JUVENILE DETENTION OFFICER (CERTIFIED)	23
SUPERVISING LIBRARIAN	30
SUPERVISING LIBRARIAN TECHNICAL SERVICES	30
SUPERVISING LIBRARY ASSISTANT	11
SUPERVISING LIBRARY ASSISTANT TYPING	11 *
SUPERVISING LIBRARIAN/SYSTEMS ANL.	31
SUPERVISING MAINTENANCE REPAIRER	20
SUPERVISING MECHANIC	22
SUPERVISING ROAD INSPECTOR	26
SUPERVISING TELEPHONE OPERATOR	10 *
SUPERVISOR BUILDING SERVICE	15
SUPERVISOR CENTRAL MAILING ROOM	09
SUPERVISOR OF LABORATORIES (CLINICAL & WATER ANALYSIS)	22
SUPERVISOR TRAFFIC MAINTENANCE	19
SYSTEMS ANALYST	35
TEACHER	21
TEACHER JUVENILE DETENTION CENTER	21
TECHNICAL ASSISTANT LAND USE	27
TELEPHONE OPERATOR	03 *
TELEPHONE OPERATOR TYPING	04 *
TIMEKEEPER	08
TIMEKEEPER TYPING	08
TRAFFIC MAINTENANCE SUPERVISOR	22
TRAFFIC MAINTENANCE WORKER	08
TRAFFIC SIGNAL ELECTRICIAN	14
TRAINEE WEIGHTS & MEASURES	04
TRAINING OFFICER, JUVENILE DETENTION	21
TRAINING OFFICER, LAW ENFORCEMENT	15
TRUCK DRIVER	11
WARD CLERK	02 *

<u>TITLE</u>	<u>RANGE</u>
WARD-CLERK TYPING	04 *
WEIGHMASTER	16
WELDER	10
WORK RELEASE ADMINISTRATOR	21
YOUTH GROUP WORKER	21

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NOTE:

All positions are considered forty (40) hours per week except those indicated by an asterik (\*), which are thirty-five (35) hours per week.

1995 COUNTY OF BURLINGTON SALARIES

INCR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2	554	13548	14102	14654	15209	15761	16315	16868	17421	17974	18528	19081	19635	20189	20741	21295	21848
3	554	14166	14750	15334	15917	16501	17087	17670	18254	18837	19423	20007	20590	21175	21760	22343	22927
4	616	14782	15398	16012	16628	17243	17857	18472	19087	19702	20317	20933	21548	22162	22777	23393	24007
5	645	15399	16043	16691	17337	17982	18628	19273	19920	20567	21211	21857	22503	23150	23794	24440	25087
6	677	16015	16692	17370	18045	18723	19399	20075	20753	21429	22106	22783	23459	24136	24813	25489	26166
7	707	16633	17340	18047	18755	19462	20170	20877	21585	22293	23000	23708	24414	25123	25830	26538	27246
8	737	17250	17987	18727	19464	20204	20942	21679	22419	23156	23895	24633	25372	26109	26849	27586	28326
9	771	17865	18636	19405	20174	20944	21712	22482	23250	24020	24790	25558	26328	27097	27866	28635	29404
10	801	18483	19283	20084	20883	21683	22484	23283	24084	24883	25683	26484	27283	28084	28885	29683	30485
11	831	19100	19931	20762	21592	22424	23254	24086	24916	25747	26578	27410	28240	29071	29902	30734	31563
12	863	19716	20579	21439	22302	23163	24026	24887	25750	26611	27472	28334	29196	30058	30920	31782	32643
13	893	20334	21227	22118	23010	23904	24796	25690	26581	27474	28367	29260	30152	31045	31938	32831	33724
14	924	20950	21874	22797	23721	24644	25569	26491	27415	28338	29262	30185	31109	32032	32955	33879	34802
15	954	21567	22521	23475	24431	25384	26339	27293	28247	29201	30156	31110	32064	33019	33974	34927	35882
16	985	22184	23169	24154	25139	26125	27109	28095	29079	30065	31050	32035	33020	34005	34990	35976	36960
17	1016	22801	23817	24833	25849	26864	27881	28897	29914	30928	31944	32961	33977	34991	36009	37025	38041
18	1047	23418	24465	25511	26559	27606	28652	29699	30745	31792	32839	33885	34931	35980	37027	38074	39120
19	1077	24034	25111	26190	27268	28345	29424	30500	31579	32655	33734	34811	35889	36967	38045	39122	40199
20	1109	24651	25760	26867	27977	29085	30193	31304	32411	33520	34628	35737	36845	37954	39062	40170	41280
21	1140	25268	26408	27547	28686	29826	30965	32104	33245	34383	35522	36663	37801	38941	40080	41219	42358
22	1171	25885	27056	28225	29396	30566	31737	32907	34076	35248	36416	37587	38757	39928	41097	42267	43438
23	1200	26502	27703	28904	30105	31307	32507	33709	34909	36110	37311	38513	39714	40915	42114	43317	44518
24	1232	27118	28350	29583	30815	32047	33279	34511	35742	36975	38206	39438	40670	41901	43133	44365	45596
25	1263	27735	28998	30261	31524	32787	34048	35312	36575	37837	39100	40363	41625	42888	44151	45414	46676
26	1294	28353	29646	30940	32232	33527	34821	36114	37407	38702	39996	41288	42582	43876	45169	46462	47757
27	1324	28970	30282	31597	32911	34227	35541	36853	38164	39475	40786	42096	43407	44718	46029	47340	48650
28	1354	29587	30922	32257	33591	34927	36261	37595	38929	40263	41596	42929	44262	45596	46929	48262	49595
29	1384	30204	31561	32918	34275	35632	36989	38346	39703	41060	42417	43774	45131	46488	47845	49202	50559
30	1414	30821	32200	33579	34958	36337	37716	39095	40474	41853	43232	44611	45990	47369	48748	50127	51506
31	1444	31438	32840	34241	35642	37043	38444	39845	41246	42647	44048	45449	46850	48251	49652	51053	52454
32	1474	32055	33480	34905	36330	37755	39180	40605	42030	43455	44880	46305	47730	49155	50580	52005	53430
33	1504	32672	34121	35570	37019	38468	39917	41366	42815	44264	45713	47162	48611	50060	51509	52958	54407
34	1534	33289	34760	36231	37692	39153	40614	42075	43536	44997	46458	47919	49380	50841	52302	53763	55224
35	1564	33906	35393	36880	38367	39854	41341	42828	44315	45802	47289	48776	50263	51750	53237	54724	56211
36	1594	34523	36030	37537	39044	40551	42058	43565	45072	46579	48086	49593	51100	52607	54114	55621	57128
37	1624	35140	36663	38186	39709	41232	42755	44278	45801	47324	48847	50370	51893	53416	54939	56462	57985
38	1654	35757	37290	38823	40346	41869	43392	44915	46438	47961	49484	51007	52530	54053	55576	57099	58622
39	1684	36374	37923	39456	40979	42502	44025	45548	47071	48594	50117	51640	53163	54686	56209	57732	59255
40	1714	36991	38550	40083	41606	43129	44652	46175	47698	49221	50744	52267	53790	55313	56836	58359	59882
41	1744	37608	39177	40726	42249	43772	45295	46818	48341	49864	51387	52910	54433	55956	57479	58999	60522
42	1774	38225	39800	41349	42872	44395	45918	47441	48964	50487	52010	53533	55056	56579	58102	59625	61148
43	1804	38842	40423	41972	43505	45028	46551	48074	49597	51120	52643	54166	55689	57212	58735	60258	61781
44	1834	39459	41046	42603	44136	45659	47182	48705	50228	51751	53274	54797	56320	57843	59366	60889	62412
45	1864	40076	41669	43242	44775	46298	47821	49344	50867	52390	53913	55436	56959	58482	60005	61528	63051
46	1894	40693	42292	43867	45390	46913	48436	49959	51482	53005	54528	56051	57574	59097	60620	62143	63666
47	1924	41310	42915	44490	46013	47536	49059	50582	52105	53628	55151	56674	58197	59720	61243	62766	64289
48	1954	41927	43538	45123	46646	48169	49692	51215	52738	54261	55784	57307	58830	60353	61876	63399	64922
49	1984	42544	44163	45758	47281	48804	50327	51850	53373	54896	56419	57942	59465	60988	62511	64034	65557
50	2014	43161	44786	46381	47904	49427	50950	52473	53996	55519	57042	58565	60088	61611	63134	64657	66180

# BURLINGTON COUNTY 1996

RANGE	MINIMUM	MAXIMUM
2	\$13,548	\$22,849
3	14,166	23,981
4	14,782	25,114
5	15,399	26,248
6	16,016	27,381
7	16,633	28,512
8	17,250	29,644
9	17,865	30,779
10	18,483	31,910
11	19,100	33,043
12	19,716	34,174
13	20,334	35,306
14	20,950	36,441
15	21,567	37,572
16	22,184	38,706
17	22,801	39,836
18	23,418	40,970
19	24,034	42,104
20	24,651	43,235
21	25,268	44,368
22	25,885	45,501
23	26,502	46,632
24	27,118	47,766
25	27,735	48,898
26	28,353	50,031
27	29,340	51,844
28	30,328	53,655
29	31,314	55,467
30	32,302	57,280
31	33,287	59,092
32	34,275	60,903
33	35,261	62,715
34	36,248	64,527
35	37,235	66,339

EXHIBIT B-96

BURLINGTON COUNTY 1997

RANGE	MINIMUM	MAXIMUM
2	\$14,084	\$23,385
3	14,702	24,517
4	15,318	25,650
5	15,935	26,784
6	16,552	27,917
7	17,169	29,048
8	17,786	30,180
9	18,401	31,315
10	19,019	32,446
11	19,636	33,579
12	20,252	34,710
13	20,870	35,842
14	21,486	36,977
15	22,103	38,108
16	22,720	39,242
17	23,337	40,374
18	23,954	41,506
19	24,570	42,640
20	25,187	43,771
21	25,804	44,904
22	26,421	46,037
23	27,038	47,168
24	27,654	48,302
25	28,271	49,434
26	28,889	50,567
27	29,876	52,380
28	30,864	54,191
29	31,850	56,003
30	32,838	57,816
31	33,823	59,628
32	34,811	61,439
33	35,797	63,251
34	36,784	65,063
35	37,771	66,875

EXHIBIT B-97

# BURLINGTON COUNTY 1998

RANGE	MINIMUM	MAXIMUM
2	\$14,642	\$23,943
3	15,260	25,075
4	15,876	26,208
5	16,493	27,342
6	17,110	28,475
7	17,727	29,606
8	18,344	30,738
9	18,959	31,873
10	19,577	33,004
11	20,194	34,137
12	20,810	35,268
13	21,428	36,400
14	22,044	37,535
15	22,661	38,666
16	23,278	39,800
17	23,895	40,932
18	24,512	42,064
19	25,128	43,198
20	25,745	44,329
21	26,362	45,462
22	26,979	46,595
23	27,596	47,726
24	28,212	48,860
25	28,829	49,992
26	29,447	51,125
27	30,434	52,938
28	31,422	54,749
29	32,408	56,561
30	33,396	58,374
31	34,381	60,186
32	35,369	61,997
33	36,355	63,809
34	37,342	65,621
35	38,329	67,433

EXHIBIT B-98



BURLINGTON COUNTY 1999

RANGE	MINIMUM	MAXIMUM
2	\$14,642	\$22,401
3	15,260	23,511
4	15,876	24,622
5	16,493	25,733
6	17,110	26,843
7	17,727	27,953
8	18,344	28,325
9	18,959	29,404
10	19,577	29,683
11	20,194	30,734
12	20,810	31,782
13	21,428	32,831
14	22,044	33,879
15	22,661	33,973
16	23,278	34,991
17	23,895	36,009
18	24,512	37,027
19	25,128	38,045
20	25,745	39,061
21	26,362	40,080
22	26,979	40,500
23	27,596	40,915
24	28,212	41,901
25	28,829	42,888
26	29,447	43,876
27	30,434	44,111
28	31,422	45,642
29	32,408	47,172
30	33,396	47,210
31	34,381	48,691
32	35,369	50,171
33	36,355	51,651
34	37,342	53,133
35	38,329	54,613

EXHIBIT B-99

Those members employed on or before December 31, 1995 who do not exceed the maximums of the above guide by the end of this contract will be subject to said guide.

Those members employed on or before December 31, 1995 whose salaries equal or exceed the above guide by the end of the contract will be considered red-circled.

EXHIBIT C

\*Variations to Grievance Procedure

The grievance procedure to be followed by employees of the Library Commission and Mosquito Commission shall be the same as that contained on pages 34 and 35 of this contract except that in Steps 1 and 2, "Library Director" or "Superintendent of the Mosquito Commission" shall replace "Department Head" and "Library Commission Representative" or "Mosquito Commission Representative" shall replace "County Administrator/Board Clerk or designee."